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*Attorneys for Defendant RPI Industries, Inc.*

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

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BRASS SMITH, LLC,

Plaintiff,

v.

RPI INDUSTRIES, INC.,

Defendants.

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Civil Action No. 1:09-cv-06344-NHL-JS

**Amended Consent Order Regarding  
Settlement Agreement**

This matter comes before the Court upon the Parties' application that the Court enter this Amended Consent Order Regarding Settlement Agreement. The Parties and their counsel have agreed as set forth below as evidenced by their signatures also appearing below. Good cause has been shown for the entry of this Order.

IT IS THEREFORE on this 20<sup>th</sup> day of January, 2012, Ordered as follows:

1. The Parties agree that by June 1, 2012, Defendant will stop making, selling, offering to sell, or importing the device accused in the action. The Parties further agree that by August 15, 2012, Defendant will stop shipping the device accused in the action.
2. The Court approves the foregoing agreement in Paragraph 1, makes it an Order of the Court, and retains ancillary jurisdiction to enforce the agreement and resolve any disputes regarding compliance with it until May 26, 2020, which is the date the patent-in-suit, United States Patent No. 6,588,863, expires, unless earlier terminated or voided.
3. Any dispute regarding compliance with the Parties' agreement and this Order shall be brought to and resolved by this Court. The Parties agree that the Court has discretion to award any legal or equitable relief it deems appropriate in the event of non-compliance with Paragraph 1.
4. In the event either party brings a dispute regarding the Parties agreement or this Order to the Court for resolution, the Court shall award reasonable attorneys' fees and costs to the prevailing party.
5. Subject to the foregoing, and except as expressly set forth above, the Parties agree that all claims and defenses in the action shall be and hereby are released with prejudice.
6. Each party to bear its own fees and costs incurred to date in this action.

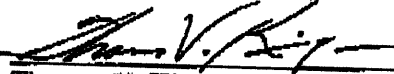
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P.06/06

For Plaintiff Brass Smith, LLC:

  
Thomas V. Kissinger, President

For Defendant RPI Industries, Inc.:

  
Peter C. Palko, President

DATED: January \_\_, 2012

NORRIS MCLAUGHLIN & MARCUS, P.A.

By:

  
Joseph J. Fleischman

Ian L. Saffer

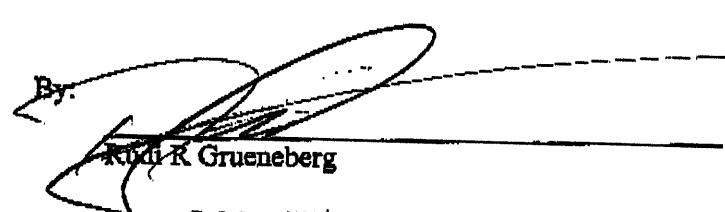
Kevin M. Bell

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GRUENEBERG LAW GROUP, LLC

By:

  
Robert R. Grueneberg

James C. McMillin

McAFEE & TAFT, P.C.

Attorneys for Plaintiff  
RPI INDUSTRIES, INC.

SO ORDERED:

  
HON. NOEL L. HILLMAN  
United States District Judge

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